

INSTITUTE WAR CLAUSES (CARGO)

(including on-carriage by Air)

1. This Insurance covers

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power ; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy."

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

2. This insurance excludes

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainments of Kings Princes Peoples Usurpers or persons attempting to usurp power

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio-active force or matter

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1 above) inserted therein

2.4 loss or damage proximately caused by delay inherent vice or loss of market, or any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules.

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below.

4.1 attaches only as the interest insured and as to any part as that part is loaded on an oversea vessel and

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,

or

on expiry of 15days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance

4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails therefrom, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

4.5 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another oversea vessel or by an aircraft, such insurance terminates on expiry of 15days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or the aircraft. During the period of 15days such insurance remains in force after discharge only whilst the

interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another oversea vessel, it thereafter terminates in accordance with 4.2, or
4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or an aircraft for the voyage;

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge ;
thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

(For the purpose of Clause 4

“arrival” shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge)

5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed therein ; nevertheless, *subject to prompt notice to the Underwriters and to an additional premium if required*, such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivery at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overside of the interest from an oversea vessel at such port or place, whichever shall first occur.

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance remains in force until terminated as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

“oversea vessel” shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel)

6. Anything contained in this contract which is inconsistent with Clause 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.

7. *Subject to prompt notice to the Underwriters and to an additional premium*, the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.